

Addenda VIII

Overview of Public Art Contractual Concerns

Prepared by Janet Kagan, Chapel Hill Public Arts Commission

The successful public artist must have a broad view of *art-making* beyond core requirements of engaging with the client group(s), members of a design team, and creating exceptional works of art. The unspoken expectations between the artist and the client must become articulated in a contract, in which the nature of the collaboration and the schedule of fees and deliverables attempts to guarantee that each party receives fair and equitable treatment. Fundamentally, contracts address the process by which the work will be completed rather than reflect the work of art itself; it establishes responsibility for completion of the work, and who is obligated for what.

Contractual Clauses	Artist's Perspective	Client's Orientation
Communications	Timely Responses to Questions	Thorough Documentation
Phases of Work Payment	May Overlap Difficult to Sequence with Architect Asked to Prepare for an Unknown Anticipates Informal Reviews	Completion of Work Triggers Language must be Design-Driven Needs Rejection Clauses Expects Revisions and
Modifications	Would like to Surprise Client	Does not want any Surprises
Fabrication/Construction	On- or Off-Site Relies on Client Support	On- or Off-Site Assumes Limited Involvement
Liens	Work is without Debt	Assumes Ownership without Debt
Title	Work becomes Property of Client	Assumes Clear Title for Ownership
Warranties	Mutual Obligations	Mutual Obligations
Insurance Proceeds	Minimum Thresholds ▪ loss of work(s) ▪ damage, restoration ▪ bodily injury, property damage	Maximum Thresholds and
Copyright	Retains Copyright	Owns Reproduction Rights and
Title	▪ Grants Client Non-Exclusive Rights ▪ Credits the Commissioning Client	▪ Ability to Promote the Work(s) ▪ Maintains Work as Original, Unique
Repair and Maintenance	Obligation of the Client with Advice Difficulty Projecting Annual Costs	Independent Evaluation Utilizes Existing Resources
Termination	Protection from the unknown	Protection from the unforeseen
Deaccession of Artwork(s)	Obligation to Notify	Little Recourse as VARA Violations Difficult to Prove